

DEA-2852.204.89 SECURITY REQUIREMENTS FOR PERSONNEL SECURITY
ACCESS LEVEL: TOP SECRET WITH COMSEC ACCESS
DOD/DSS JPAS PERSON SUMMARY FORM REQUIRED
(May 2008)

DEA's personnel, information, and facility security requirements for contracts and task orders, delivery orders, or purchase orders that are based on existing contracts (such as GSA Schedules) and blanket purchase agreements are hereby provided for the subject access level. The forms listed in Section V are available at www.dea.gov; click on Acquisitions & Contracts; click and print the security forms applicable to Provision DEA-2852.204.89.

I. GENERAL

A. Contractor's Security Officer

A-1. The contractor shall establish and maintain a security program to ensure that all requirements set forth in this Section are accomplished efficiently and effectively.

A-2. The contractor shall designate a Security Officer (and an alternate in case of the primary Security Officer's absence) with the authority and responsibility to perform personnel security screening to the extent possible. The contractor's time and expenses for recruiting, interviewing, and security screening are considered as overhead and may not be billed directly to DEA.

A-3. The contractor's Security Officer shall make every effort to preclude incurrence of avoidable costs by the Government by ensuring that all applicants and personnel furnished on this contract are eligible, reliable, and of reputable background and sound character. Security screening shall include, but not be limited to, verification of current home address, telephone number, and prior work experience and resolution of delinquent debt related issues that have the potential to disqualify an applicant from consideration for employment on a DEA contract.

A-4. The contractor's Security Officer shall ensure that applicants submitted to DEA meet the basic eligibility requirements, such as job skills, certificates if required, residency, and none of the disqualifying factors described below. DEA recognizes that law enforcement records and other information the contractor is able to obtain regarding an individual's history relative to the disqualifying factors is limited. However, much of this information is requested on the form SF-86, Questionnaire for National Security Positions, and the contractor's Security Officer is encouraged to re-interview each applicant based on the answers entered on the SF-86.

A-5. Debt-related issues are the most prevalent derogatory issues found during background investigations and cause delays in the final adjudication of security clearances. The contractor is encouraged to obtain the applicant/employee's credit report and have any issues resolved prior to submitting the security clearance request forms to DEA. DEA currently uses Equifax Credit Reporting Services; however, the contractor may use the credit reporting agency of its choice. In compliance with the Fair Credit Reporting Act of 1970, as amended (15 U.S.C. 1681, *et seq.*), the following procedures must be used when the contractor obtains a credit report:

A-5a. A credit report shall be obtained for accounts in the applicant/employee's name only. This will be a "persona report for employment purposes." Do not obtain a credit report for joint accounts.

A-5b. The contractor shall provide a written notice/release to the applicant/employee that a credit report may be used for employment purposes.

A-5c. The applicant/employee shall sign and date the notice/release and provide it to the contractor before the credit report is obtained by the contractor. The contractor is not authorized to obtain a credit report prior to receipt of the signed notice/release. This signed notice is required in addition to the form DOJ-555-A, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act. A copy of the signed notice/release shall be submitted to DEA with the DOJ-555-A.

A-5d. The contractor shall not take adverse action against the applicant/ employee, based in whole or in part upon the credit report, without first providing the applicant/employee a copy of the credit report and a written description of the applicant/employee's rights as described under Section 1681g(c)(3) of Title 15 U.S.C.

A-5e. If a debt-related issue surfaces that the applicant/employee omits from the SF-86, Questionnaire for National Security Positions, the security clearance request forms should not be submitted to DEA unless the applicant/employee can provide strong mitigating information that clearly explains the omission and how the issue will be satisfactorily resolved.

A-5f. Blank forms and additional information regarding credit reports are provided in Attachment J.

A-6. The contractor's Security Officer shall ensure that all security related forms and questionnaires are filled out correctly and completely and are signed, dated, and submitted to the Contracting Officer's Technical Representative or Task Monitor (COTR/TM) in a timely manner. *Clearance request packages with incomplete documentation may be rejected and returned to the contractor without any further actions performed by DEA.*

A-7. DEA's request for additional information or documents regarding the background investigation shall be responded to within 30 days unless the COTR provides a written extension. Failure to submit the requested information or documents in a timely manner may result in the applicant being determined non-responsive and, therefore, unsuitable for employment on a DEA contract/order.

A-8. The monthly Administrative Report shall include the status of the contractor's applicants seeking DEA security clearances. The report shall contain the current status of all security clearance packages; dates the packages were submitted to the COTR/TM; dates security clearance notifications were received from DEA; the number of DEA cleared employees; and the number of clearances pending. The due date of the report will be established by the COTR/TM at contract award or the issuance of an order.

B. General Requirements

B-1. Contractors shall include the following statement in employment advertisements: *"Applicants selected will be subject to a Government security background investigation and must meet eligibility and suitability requirements."*

B-2. DEA will conduct record checks to supplement and update the Department of Defense/Defense Security Service (DOD/DSS) background investigation for all contractor personnel to be assigned to this

contract/order and on those officials of the company who will be directly involved in any aspect of management of the assigned personnel.

B-3. As a minimum, DEA will query the following record systems:

- Narcotics and Dangerous Drug Information System (NADDIS)
- National Crime Information Center (NCIC)
- National Law Enforcement Telecommunications System (NLETS)
- Credit Reporting Agencies

B-4. Only U.S. citizens, by birth or naturalized, shall be permitted to perform services on this contract/order.

B-5. All applicants must have resided in the United States for at least three (3) years (do not have to be consecutive) of the last five (5) years, unless the applicant was:

- a U.S. Government employee assigned to a U.S. embassy or U.S. consulate in a foreign country; or
- a member of the U.S. armed forces stationed in a foreign country; or
- a dependent family member of a U.S. Government or U.S. armed forces employee assigned overseas.

B-6. All personnel assigned to this contract/order must be approved in writing by the DEA Office of Security Programs for access to TOP SECRET national security information.

B-7. A contractor's employee(s) shall not be assigned to perform services for DEA until the contractor has been notified in writing by the COTR/TM that the individual(s) has been approved by the DEA Office of Security Programs.

B-8. The security suitability standards defined in Executive Order 12968 shall apply. Applicants whose supplemental record checks result in a determination of unsuitable or are otherwise determined unfavorable based on derogatory information shall be removed from further consideration for performance under this or any DEA contract/order. DEA reserves the right and prerogative to refuse and/or terminate the services and access of any contractor employee or applicant who is or may be judged a security risk. The COTR/TM will inform the contractor in writing of any objections concerning specific applicants and personnel, but is not permitted to provide specific information due to the Privacy Act.

B-9. A determination by DEA that a person is not suitable to perform work under this contract/order is not a denial, suspension, or revocation of a previously granted security clearance by another agency nor shall it be interpreted as a direction or recommendation to the contractor regarding the suitability of an affected individual for employment outside the scope of DEA.

B-10. The contractor shall immediately inform the COTR/TM in writing when an employee or applicant for a DEA contract has transferred to another contract, has resigned or has been terminated by the contractor, or any other type of action that constitutes a break in the contractor-employee relationship.

B-11. The COTR/TM shall be the contractor's point of contact for all personnel security communications, inquiries, and issues regarding this contract/order. All required documents must be

submitted by the contractor to the COTR/TM. The COTR/TM will not communicate directly with the contractor's employees or applicants regarding personnel security issues. Additionally, the DEA Office of Security Programs will not communicate directly with the contractor, its employees, or its applicants.

C. Documentation Requirements

C-1. The following forms shall be completed and submitted to the COTR/TM. The COTR/TM will provide a supply of blank SF-86 forms the contractor. The contractor shall reproduce the other forms as needed. The completed forms will be used by DEA to supplement the background investigation previously conducted by the DOD/Defense Security Service (DSS).

C-2. Do not staple or use ACCO fasteners or otherwise bind the forms together. A paper clip or binder clip will suffice. Put each applicant's forms in a separate envelope with the name of the contractor, contract/order number, and the applicant's full name and labor category on the front of the envelope. Submit the completed forms to the COTR/TM at the following address via hand delivery, FedEx, UPS, Express Mail, or Registered Mail to have a record of delivery and receipt:

(To be filled in
upon award of
contract)

DRUG ENFORCEMENT ADMINISTRATION

ATTN/COTR: _____

TEL: _____

C-3. One (1) original transmittal letter on official company stationery for each applicant that indicates the contract/order number, the applicant's full name, social security number, and labor category.

C-4. One (1) original and one (1) copy of form SF-86, entitled Questionnaire for National Security Positions (Rev. September 1995) with original signatures on Page 9, Page 10, and the Authorization for Release of Medical Information of both the original and the copy. All white-outs, erasures, or other types of corrections or changes on the SF-86 or DOD's Electronic Personnel Security Questionnaire (EPSQ) hard copy must be initialed by the applicant. *DO NOT SUBMIT THE INSTRUCTION PAGES OF THE SF-86.*

- A hard copy of DOD's EPSQ or EQIP electronic version of the SF-86 will be accepted in lieu of the September 1995 version of the SF-86.
- A hard copy of the electronic version of the SF-86 found at www.opm.gov/Forms (click PDF/F) will be accepted; however, DEA cannot accept electronically transmitted SF-86's for this contract.

C-4a. The date of the applicant's signature on the SF-86 or EPSQ/EQIP must not be more than 30 days old when submitted to the COTR/TM. Pen and ink changes, with the applicant's initials, or supplemental information on a plain piece of paper with the applicant's name, social security number, and signature are acceptable methods to update the SF-86. Pages 9, 10, and the Authorization for Release of Medical Information must be signed again with a current date. If there are no changes since the date the SF-86 was signed originally, the applicant may re-sign and re-date the SF-86 with the notation, "No changes."

C-4b. To meet NSD 63 Standards (OPM Investigations Service FIN 97-06), the following questions on the SF-86 (and/or the EPSQ hard copy) must be answered with a ten (10) year coverage, not seven (7) as indicated on the SF-86. The applicant must be instructed to cross out the seven (7) years, change it to ten

(10) years, and initial each change. (It is recommended that the contractor make the pen & ink changes and highlight the changes in yellow and instruct the applicant to initial each change.)

<u>Item Number</u>	<u>Question</u>
9	Where You Have Lived
10	Where You Went to School
11	Your Employment Activities
22	Your Employment Record
23 (e & f)	Your Police Record
29	Public Record Civil Court Actions

C-4c. Regarding SF-86 Question 14 – Your Relatives and Associates, Item 19 – Adult Currently Living With You: “Adult Currently Living With You” is defined as a person, age 18 or over, living with you on a regular basis without regard to the nature of any interpersonal relationship or reason for sharing living quarters.

C-5. One (1) copy of a current (Joint Personnel Adjudication System) Person Summary from the DOD/Defense Security Service (DSS) granting a TOP SECRET or TOP SECRET national security information (NSI) clearance.

C-5a. A DSS JPAS Person Summary is considered current as follows and is based on the investigation date. It is not based on the date the clearance was granted by DSS or the date the Letter of Consent or JPAS Person Summary was issued to the contractor:

- o TOP SECRET—The date of the background investigation or periodic reinvestigation is not more than five (5) years ago.

C-5b. An interim TOP SECRET clearance granted by DSS will be accepted only if it is based on a final SECRET clearance.

C-5c. If the applicant is cleared for TOP SECRET by DSS through a different contractor, the contractor must obtain a JPAS Person Summary in its name and provide it to the COTR as soon as DSS has made the change.

C-6. One original (1) of the 3-page Drug Use Statement. The witness may be the contractor’s security officer, personnel officer, project officer, project manager, vice president, or president or a notary public as long as the witness occupies a position of responsibility and is not a relative of the applicant. The witness’ name and title must be printed under the signature line.

C-7. One (1) original of Department of Justice Form DOJ-555-A, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act.

C-8. One (1) copy of the form entitled, RELEASE—FAIR CREDIT REPORTING ACT OF 1970, AS AMENDED.

C-10. If applicable, one (1) copy of the Declaration and one (1) copy of the Trustee’s most recent quarterly payment statement or completion of repayment if the applicant filed bankruptcy under Chapter

13 within the past ten years, or one (1) copy of the Order discharging the debt if the applicant filed bankruptcy under Chapter 7 within the past ten years.

D. Disqualifying Factors

Issues may surface concerning security approval or retention of a contractor's applicant or employee that are not addressed in this contract/order. If there is any doubt regarding the suitability of an applicant or employee, the individual will not be approved for assignment to this or any DEA contract/order.

D-1. Suitability is a requirement for employment on a DEA contract/order as it concerns a person's conduct, character, reputation, reliability, trustworthiness, loyalty to the United States, and fitness as related to the efficiency of the service. To be suitable, a person's employment or continued employment must be reasonably expected to promote the efficiency of the service. A reasonable expectation that a person's employment will not promote the efficiency of the service is established when an adverse connection, or nexus, is shown between the conduct in question and the performance of the person or DEA accomplishing its mission.

D-2. The following factors—as disclosed on the SF-86, in a personal interview with the applicant, or as part of the background investigation—are grounds for mandatory disqualification for employment on a DEA contract/order and from further consideration for any type of employment involving DEA. The contractor is responsible for interviewing each applicant and reviewing the completed forms using the following criteria. If relevant information obtained is determined as a mandatory disqualification factor, a request for security approval should not be sent to DEA until the disqualifying factor is resolved favorably.

D-2a. Criminal Record

D-2a-1. Conviction resulting from a felony charge(s), regardless of when the conviction occurred.

D-2a-2. Multiple misdemeanor convictions, regardless of when the convictions occurred.

D-2a-3. Pending indictments or pending criminal charges, regardless of whether the charge(s) is a felony or misdemeanor.

D-2a-4. Currently serving a period of probation resulting from a criminal conviction, regardless of whether the conviction is for a felony or a misdemeanor charge.

D-2b. Illegal Drug Use

D-2b-1. As a result of its law enforcement responsibilities and the sensitive nature of its work, DEA has a compelling obligation to ensure a workplace that is free of illegal drugs.

D-2b-2. Applicants who are found, through investigation or personal admission, to have experimented with or used narcotics or dangerous drugs, except those medically prescribed, may not be considered for employment on a DEA contract/order. Disclosed drug use will be decided on a case-by-case basis. Experimental use or use of any narcotic, dangerous drug or marijuana, except medically prescribed, after employment on a DEA contract/order is cause for removal.

D-2c. False Statements

D-2c-1. A false statement is the deliberate omission, concealment, or falsification of relevant and material facts from any personnel security questionnaire, personal history statement, or similar form or interview used to conduct investigations, determine employment qualifications, award benefits or status, such as:

D-2c-2. Altering the condition of discharge on military documents.

D-2c-3. Altering college transcripts.

D-2c-4. Falsely completing or failure to disclose information on the SF-86 or any other documents used in the background investigation process. D-2c-5. Conflicting statements of drug use, either on the SF-86, on the Drug Use Statement, or during the background investigation.

D-2d. Debt Related Issues

D-2d-1. The terms indebtedness, delinquent debt, and debt related issues mean lawful financial obligations that are just debts that are past due. Debt related issues raise a number of suitability and security concerns that an individual must satisfactorily resolve before an affirmative adjudicative decision can be made.

D-2d-2. Each applicant's indebtedness will be reviewed on an individual basis.

D-2d-3. Court imposed judgments, defaulted student loans, and other delinquent financial obligations imposed by law (e.g., child support payments, Federal, state, or local taxes) are matters of serious concern. The mandatory disqualification policy applies to those applicants who cannot satisfactorily document their efforts to repay student loans or to pay child support, taxes, or judgments.

D-2e. Allegiance to the United States

D-2e-1. Evidence of activities developed during the background investigation that would bring the applicant's allegiance to the United States into question, such as:

D-2e-2. Involvement in any act of sabotage, espionage, treason, terrorism, sedition, or other act whose aim is to overthrow the Government of the United States or alter the form of government by unconstitutional means.

D-2e-3. Foreign influence or preference.

D-2f. Personal Conduct

D-2f-1. Evidence of any of the following activities developed during the background investigation relative to the applicant's conduct and integrity.

D-2f-2. Reliable, unfavorable information provided by associates, employers, coworkers, neighbors, and other acquaintances.

D-2f-3. Infamous, dishonest, immoral, or notoriously disgraceful conduct, habitual use of intoxicants to excess, drug addiction, or sexual perversion. *Sexual behavior is a concern if it involves a criminal offense, indicates a personality disorder or emotional disorder, subjects the applicant to coercion, exploitation, or duress, or reflects lack of judgment or discretion. Sexual orientation or preference may not be used as a basis for, or a disqualifying factor in, determining a person's suitability.*

D-2f-4. Illness, including any mental condition, the nature of which in the opinion of competent medical authority may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.

D-2f-5. Any facts which furnish reason to believe that the applicant may be subjected to coercion, influence, or pressure which may cause him/her to act contrary to the best interest of DEA.

D-2f-6. Association with persons involved in criminal activity.

D-2f-7. Current or recent history of continuing alcohol or prescription abuse.

D-2f-8. Misuse of information technology systems.

E. Personnel Security Requirements

E-1. When the contractor's employee reports for duty on a DEA contract/order, the COTR/TM will provide the following forms to the contractor's employee and obtain the employee's signature prior to the commencement of services:

E-1a. One (1) original of DEA Form 487 entitled, Reporting Responsibilities/NonDisclosure Agreement. This form must be witnessed and signed by a DEA employee.

E-1b. One (1) original of Standard Form 312 entitled, Classified Information NonDisclosure Agreement (only when approved for access to CONFIDENTIAL, TOP SECRET, or TOP SECRET national security information). This form must be witnessed and signed by a DEA employee.

E-2. The contractor shall notify the COTR/TM in writing of the following, prior to occurrence or immediately thereafter, when a contractor employee has a change in marital status:

E-2a. Married, divorced, or widowed.

E-2b. Date, city, and country of marriage, divorce, or death of spouse.

E-2c. Full name of current or former spouse (if notifying of a marriage, include wife's maiden name and any former married names(s)).

E-2d. New spouse's social security number, date of birth, and place of birth (city, state, and country).

E-2e. New spouse's citizenship (include as applicable: alien registration number, date and place of entry into the United States, date and place of naturalization including courthouse and complete address, and citizenship certificate number).

E-3. DEA may reinvestigate a contract employee at any time during the period of contract performance to ascertain whether they continue to meet the requirements for access to DEA SENSITIVE or NSI information. The same suitability and security standards that are required for new applicants shall apply to reinvestigations.

E-4. If the contractor is notified that an employee's access to DEA has been revoked or suspended, the contractor must remove the employee immediately from further performance of services for DEA.

F. Information Security Requirements

F-1. All work performed under a DEA contract/order is under one or more of the following categories of protection: national security information, law enforcement sensitive, or the Privacy Act.

F-2. All source materials/information and resultant work products are the property of DEA and must not be used by the contractor for any other purpose.

F-3. Prior to the commencement of any work for DEA, the contractor's employee(s) shall declare in writing (utilizing form DEA-487 and/or SF-312 described above) that he or she intends to be governed by and comply with Federal laws prohibiting the disclosure of information obtained during the course of their work for DEA. The declaration will be witnessed and accepted by a duly authorized DEA representative (generally the COTR/TM or a DEA security officer) on behalf of the Administrator, DEA.

F-4. The contractor and its personnel shall hold all information obtained under a DEA contract/order in the strictest confidence. All information obtained shall be used only for the purpose of performing this contract/order and shall not be divulged nor made known in any manner to any person except as necessary to perform this contract/order. The contractor's employee(s) shall not divulge, sell, or distribute any information at any point in time, even after termination or expiration of a contract/order.

F-5. Except as specifically authorized in writing by the COTR/TM, contractor personnel are prohibited from bringing into the Government (DEA) facility and introducing onto Government-owned computers or contractor-supplied computers located in the Government facility, any form of outside computer media.

F-6. Except as specifically authorized by the COTR/TM, contractor personnel are prohibited from removing any documents, records, source media, supplies, or equipment from the Government facility.

F-7. Except as specifically authorized by the COTR/TM, contractor personnel are prohibited from reproducing DEA source media or written products.

F-8. The contractor shall notify each of its officers and employees having access to DEA information that such information may be used only for the purpose and to the extent authorized in this contract/order, and that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 USC 641. 18 USC 641 provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000.00 or imprisoned up to ten (10) years, or both.

G. Facility Security Requirements

G-1. All work will be performed at the Government (DEA) site.

G-2. The contractor shall be responsible for physically safeguarding all Government (DEA) records in its possession, including records in the possession of the contractor's personnel, from theft, tampering, misuse, etc.

H. Facility Access Requirements

The following requirements ensure Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201)ⁱ entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

H-1. Contractor Personnel must present to DEA two types of identification in original form prior to being issued a facility access/building pass. At least one form of identification shall be a valid state or U.S. Government issued picture ID. The other acceptable types of identification are:

- United States Passport (unexpired or expired).
- Driver's license issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address.
- Identification card issued by a state or outlying possession of the United States provided it

contains a photograph or information such as name, date of birth, sex, height, eye color, and address.

- Voter's Registration Card
- United States Social Security Card
- Birth Certificate (original or certified)
- United States military card or draft record
- Military dependent identification card
- United States Coast Guard Merchant Mariner Card
- Native American Tribal Document
- Certificate of United States Citizenship
- Certificate of Naturalization
- Certificate of Birth Abroad of a Citizen of the United States
- United States Citizen Identification Card

H-2. Contractor Personnel must appear in person at least once before a DEA official who is responsible for checking the identification documents.

H-3. For Contractor Personnel who report(ed) for assignment to a DEA contract/order under a waiver pending completion of the background investigation, the facility access/building pass shall be revalidated by DEA when the background investigation is completed and favorably adjudicated. If the final adjudication is unfavorable for any reason, facility access/building passes badges issued under a waiver will be suspended or revoked.

H-4. The COTR/TM is responsible for collecting all DEA-issued property upon the departure of an individual from assignment to this contract/order. DEA-issued property includes, but is not limited to: Building Passes, Identification Badges, Credentials, Computers, Files (paper or electronic media), and Office Equipment, Supplies and Accessories.

I. Special Security Requirements Regarding COMSEC Access

The special security requirements regarding COMSEC access are designated OFFICIAL USE ONLY and may not be made available to the public. The information will be provided at the time of contract award.

II. STANDARDS OF CONDUCT

A. The contractor shall be responsible for maintaining satisfactory standards of employee competence, conduct, appearance, and integrity and shall be responsible for reporting allegations of misconduct to the COTR/TM.

B. All of the Contractor's employees performing work under this contract/order are required to comply with the following minimum standards of conduct:

- 1) Demonstrate good manners and courtesy toward DEA employees, Federal officials, and the general public, and maintain a respectful and helpful attitude during the performance of duties under this contract/order.
- 2) Maintain a neat, clean, and businesslike appearance.

- 3) On or off duty, do not discuss DEA internal matters, policies, grievances, or personalities. Do not discuss financial, personal, or family matters with DEA employees, their family members, or the general public while on duty.
- 4) On or off duty, do not disclose any official information, except to DEA or other Government officials having an official need-to-know, nor speak to the press on or off the record or issue news or press releases without the express permission of the Contracting Officer.
- 5) On or off duty, do not discuss duty assignment(s) under this contract/order except in an official business capacity with the contractor's Site Supervisor and fellow contractor personnel assigned to this contract/order, DEA officials, or other Government officials having an official need-to-know.
- 6) While on duty, do not gamble, unlawfully bet, or promote gambling on Government property or while performing Government work at the contractor's site.
- 7) Do not possess or consume narcotics, dangerous drugs, marijuana or other controlled substances while on or off duty, except to the extent that the substance is lawfully prescribed for a patient by a licensed medical provider.
- 8) Abstain from the consumption and possession of alcoholic beverages or other intoxicants while on duty and habitual intoxication while off duty.
- 9) Remain alert at all times while on duty. Perform assignments in accordance with prescribed laws, regulations, and the terms and conditions of this contract/order to the best of ability and in accordance with safe and secure working procedures and practices.
- 10) On or off duty, do not solicit or accept gifts, favors or bribes in connection with the performance of duties under this contract/order. Report all efforts by others who offer such gifts, favors or bribes to the contractor's Site Supervisor and to the COTR/TM.
- 11) On or off duty, do not use any DEA property, material, or information (e.g., DEA building pass or other credentials; DEA reports and files) associated with the performance of work under this contract/order for purposes other than performance of work under this contract/order.
- 12) On or off duty, refrain from any activity that would adversely affect the reputation of the DEA.
- 13) Neither discriminate against nor sexually harass any person during the performance of duties under this contract/order.
- 14) On or off duty, avoid personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities.
- 15) On or off duty, do not engage in criminal, infamous, dishonest, immoral, or disgraceful conduct.
- 16) Ensure that all financial obligations are met.
- 17) On or off duty, do not give false or misleading statements, or conceal facts, in connection with obtaining or retaining employment under or performing duties under this contract/order. This includes, but is not limited to, the provision of information during any administrative or criminal investigation or other proceeding, the preparation of travel vouchers, and the preparation of official reports.
- 18) Do not make statements about fellow employees, DEA officials, their family members, or members of the general public with knowledge of the falseness of the statement or with reckless disregard for the truth.
- 19) While on duty, do not fail, unnecessarily delay, or refuse to carry out all proper instructions and directions of the contractor's Site Supervisor or DEA official having oversight responsibility for work under this contract/order.
- 20) Do not take, remove, possess, use, lose, or damage Government property or the property of others without written authorization.
- 21) Do not disturb papers on desks, open desk drawers, cabinets, safes, or enter secure space where access is not authorized.
- 22) Do not use Government telephones, facsimile, or duplicating equipment except as necessary in the performance of duties under this contract/order.

- 23) Do not falsify or unlawfully conceal, remove, mutilate, or destroy any official documents or records, or conceal material facts by willful omission from official documents or records.
- 24) Do not engage in disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
- 25) Do not engage or participate in disruptive activities that interfere with the normal and efficient operations of the Government.

III. REMOVAL FROM WORK

A. The contractor shall inform its employees of their duties, obligations, and responsibilities under this contract/order. The contractor and its employees agree that, in addition to any other actions DEA may be entitled to utilize or employ, any contractor employees who fail to cooperate fully with any inquiry or investigation or who fail or refuse to perform any duty under this contract/order may immediately and without advance notice have their DEA access suspended or revoked, be removed from the work site, and be released from their contractual duties. Additionally, DEA reserves the right to take any and all relief appropriate under the circumstances. In the event that any such action is taken, neither the contractor nor its employees are entitled to be informed of the basis for the action. Such notice is within the sole discretion of DEA. In these instances, neither the contractor nor its personnel will be entitled to any compensation for DEA's actions.

B. At the direction of the Contracting Officer, the contractor is required to immediately remove any person from work under this contract/order should it be determined by DEA that such a person has violated or is in violation of the Standards of Conduct described above or another performance standard or requirement described in this contract/order; has been disqualified for either suitability or security reasons; who is found to be unfit for the performance of duties; whose continued work under this contract/order may jeopardize, compromise, or disrupt the safety and security of DEA facilities, property, information, and operations; who presents an actual or potential threat of any kind to DEA employees, official visitors, or the visiting public; or, whose continued work under this contract/order is otherwise contrary to the public interest as determined by the Contracting Officer.

C. The Contracting Officer will notify the contractor orally or in writing of the need to remove or of the removal of any person from performance of work under this contract/order. Oral notification will be confirmed in writing by the Contracting Officer. Removals may be effective for a temporary period or permanently, as directed by the Contracting Officer. The Contracting Officer's determination to permanently remove a person from work under this contract/order shall be final. The Government is not obligated to inform either the contractor or the person removed from work under this contract/order of the reason for the removal.

D. Any costs incurred by the contractor for removal of a contractor's employee from work under this contract/order and any costs incurred in the replacement—including, but limited to—costs for recruiting, training, certifying, clearing, and otherwise qualifying replacement personnel, travel, or litigation are not reimbursable to the contractor.

E. *REPEATED*: A determination by DEA that a person is not suitable to perform work under this order is not a denial, suspension, or revocation of a previously granted security clearance by another agency and nor shall it be interpreted as a direction or recommendation to the contractor regarding the suitability of the affected individual for employment outside the scope of DEA.

IV. ADMINISTRATIVE INQUIRIES

A. The contractor, its officers, and its employees assigned to, or otherwise participating in the performance of this contract/order, shall comply with the following ADMINISTRATIVE INQUIRIES provision. The provision authorizes the conduct of appropriate investigations and inquiries by duly appointed personnel conducting examinations, reviews, or investigations into information concerning inappropriate conduct and/or allegations of impropriety, whether such conduct is criminal or administrative in nature.

B. The contractor shall obtain, and make available upon request by the Contracting Officer, a certification, signed by each contract employee participating in the performance of this contract, attesting to the fact that they have been apprised of and will comply with the ADMINISTRATIVE INQUIRIES provision as stated herein.

1. The Drug Enforcement Administration (DEA) is a Federal law enforcement agency charged with investigating and prosecuting persons violating the drug laws of the United States. To ensure the public has the highest degree of confidence in the integrity, operations and activities of the DEA, it is essential that the personnel assigned to or employed by contractors that support DEA conduct themselves appropriately and in accordance with applicable law and regulation.

2. The Contractor and its personnel agree that an inspector or investigator of the DEA, Department of Justice, or any other duly authorized organization or entity shall have the right to conduct any and all inquiries or investigations deemed appropriate by such organizations or entities in response to information concerning, or allegations about, improper conduct or inappropriate actions, whether such conduct is criminal or administrative in nature.

3. The contractor and its personnel agree to cooperate fully and to the best of their ability with any such inquiries or investigations.

4. The contractor and its personnel agree that persons performing such investigations or inquiries have the right to question the contractor personnel. Contractor personnel will respond fully and truthfully to such questioning and provide, as required, sworn statements, declarations, or affirmations, as directed, or participate in transcribed interviews as directed.

5. Contract personnel will retain their constitutional protection against compelled self-incrimination at all times. However, contract employees are required to answer questions under the following conditions: (1) if the subject being questioned is informed that the inquiry being conducted will not subject them to criminal prosecution, and (2) that any statements made by the subject cannot be used against the subject in any criminal prosecution (except in cases where the subject is criminally prosecuted for knowingly and willfully providing false information to investigating personnel). When these conditions are met, the subject is required to respond to questioning in accordance with this provision.

6. The contractor and its personnel agree that there is no expectation of privacy in any DEA assigned or controlled work space, including offices, workstations, closets, or storage facilities, nor is there any expectation of privacy in any equipment or other asset or fixture including but not limited to desks, safes, file cabinets or containers of any kind, computers and any storage media, or any such spaces or equipment provided by the contractor or its personnel for use in DEA facilities or premises. Contractor personnel

shall be placed on notice that any space or equipment may be searched with or without notice to the contractor and its personnel.

7. The contractor shall inform its employees of their duties, obligations, and responsibilities under this contract/order. The contractor and its personnel agree that, in addition to any other actions DEA may be entitled to utilize or employ, contract personnel who fail to cooperate fully with any inquiry or who fail or refuse to perform any duty under this contract/order, may immediately and without advance notice have their DEA clearance suspended or revoked, be removed from the work site, or be released from their contractual duties. In addition, DEA reserves the right to take any and all relief appropriate under the circumstances. In the event that any such action is taken, neither the contractor nor its personnel are entitled to be informed of the basis for the action. Such notice is within the sole discretion of DEA. In these instances, neither the contractor nor its personnel will be entitled to any compensation for DEA's actions.

V. DEA SECURITY FORMS *(These forms are available at www.dea.gov; click on Acquisitions & Contracts; click and print the security forms applicable to Provision DEA-2852.204.89.)*

SF-86, Questionnaire for National Security Positions (Rev. September 1995)

SF-86A, Continuation Page

3-Page Drug Use Statement

Sample notice form entitled, RELEASE—FAIR CREDIT REPORTING ACT OF
1970, AS AMENDED

DOJ-555-A, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant
to the Fair Credit Reporting Act

Resolution of Debt-Related Issues (10/28/03)

Common Language for Consumer Credit

Rules and Regulations – A Summary of Your Rights Under the Fair Credit Reporting Act
